

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM407509

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canada Goose Inc.		12/02/2016	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	bank organized and existing under the laws of Switzerland: NEW YORK		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86576665	ARCTIC LUXURY	
<b>Registration Number:</b>	4848793	ARCTIC TECH	
<b>Registration Number:</b>	4857453	ARCTIC-TECH	
<b>Registration Number:</b>	2831208	ASK ANYONE WHO KNOWS	
<b>Serial Number:</b>	86568684	BI-DURANCE.5	
<b>Registration Number:</b>	4619311	BRANTA	
<b>Registration Number:</b>	4455111	CANADA GOOSE	
<b>Serial Number:</b>	87062211	CANADA GOOSE	
<b>Registration Number:</b>	3979986	CANADA GOOSE ADVENTURE TOURS	
<b>Registration Number:</b>	3254771	CANADA GOOSE ARCTIC PROGRAM	
<b>Serial Number:</b>	87062201	CANADA GOOSE ARCTIC PROGRAM	
<b>Registration Number:</b>	3983188	CANADA GOOSE	
<b>Registration Number:</b>	4627017	CHILLIWACK BOMBER	
<b>Registration Number:</b>	4750308	FREESTYLE VEST	
<b>Registration Number:</b>	4061865	HYBRIDGE	
<b>Registration Number:</b>	4256232	METRO SPORTSWEAR	
<b>Registration Number:</b>	4102545	SNOW MANTRA	
<b>Serial Number:</b>	86636649		
<b>Registration Number:</b>	4718731	TEI	

OP \$740.00 86576665

Property Type	Number	Word Mark
Registration Number:	4706074	TEI INDICE D'EXPERIENCE THERMALE THERMAL
Serial Number:	85693834	THE ARCTIC CIRCLE
Registration Number:	3855331	THE DOWN EXPERTS
Registration Number:	4017536	THERMAL MAPPING
Registration Number:	4883767	TRI-DURANCE
Registration Number:	4911726	TRI-DURANCE HS
Registration Number:	4911727	TRI-DURANCE SS
Registration Number:	4706055	UNIFORM OF THE COLDEST PLACES ON EARTH
Serial Number:	86928416	UNOFFICIAL JACKET OF FILM CREWS EVERYWHE
Registration Number:	5009039	VEREFLEX 15D

#### CORRESPONDENCE DATA

Fax Number: 2138918763

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	022411-1210
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/02/2016

#### Total Attachments: 7

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**GRANT OF  
SECURITY INTEREST IN TRADEMARK**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of December 2, 2016 (this “Agreement”), is made by Canada Goose Inc., a corporation existing under the laws of Ontario (the “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, together with any successor agent appointed pursuant to the Credit Agreement, the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time party to the Credit Agreement, dated as of December 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among Canada Goose Holdings Inc., a corporation existing under the laws of British Columbia (“Holdings”), the Grantor (together with its successors, by amalgamation or otherwise, and permitted assigns, the “Borrower”), the Lenders from time to time party thereto, and the Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered the Security Agreement, dated as of December 2, 2016, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements, Secured Hedge Agreements or Secured Bank Product Agreements with Holdings, the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties as follows:

1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. *Grant of Security Interest.* Subject to the terms of the Security Agreement, Grantor hereby grants a Security Interest in all of its right, title and interest in, to and under the

Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; *provided* that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. *Purpose.* This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. *Termination or Release.* Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. *Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Collateral Agent.

7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CANADA GOOSE INC.**

By: 

Name: John Black

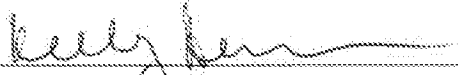
Title: Chief Financial Officer

[Signature Page to TL Grant of Security Interest in Trademark]

**TRADEMARK**  
**REEL: 005934 FRAME: 0276**

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as the Collateral Agent

By:   
Name: Judith E. Smith  
Title: Authorized Signatory

By:   
Name: Kelly Heinrich  
Title: Authorized Signatory

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

FOR TRADEMARKS:

See attached.

	<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
1	Canada	ARCTIC LUXURY	1720210		Allowed
2	Canada	ARCTIC PROGRAM & DESIGN	1132756	601185	Registered
3	Canada	ARCTIC TECH	1602799	902062	Registered
4	Canada	ARCTIC TECH & Design	1602807	902064	Registered
5	Canada	ASK ANYONE WHO KNOWS	1095275	578123	Registered
6	Canada	Basecamp 20D	1652851		Allowed
7	Canada	Bi-Durance.5	1719493		Allowed
8	Canada	BRANTA	1527006	877836	Registered
9	Canada	CANADA GOOSE	1036263	551985	Registered
10	Canada	CANADA GOOSE & DESIGN (new logo)	1146795	597840	Registered
11	Canada	CANADA GOOSE (Cl. 35)	1785483		Pending
12	Canada	CANADA GOOSE ADVENTURE TOURS & DESIGN	1451313	778551	Registered
13	Canada	CANADA GOOSE ARCTIC PROGRAM & DESIGN	1391214	750591	Registered
14	Canada	CANADA GOOSE ARCTIC PROGRAM & DESIGN (Cl. 35)	1785481		Pending
15	Canada	CANADA GOOSE HOME	1436153	791148	Registered
16	Canada	CANADA GOOSE RESOURCE CENTRE & DESIGN	1454621	788983	Registered
17	Canada	CHILLIWACK BOMBER	1598104	863085	Registered
18	Canada	CHILLIWACK PARKA	1247734	663256	Registered
19	Canada	EXPEDITION PARKA	1077791	567341	Registered
20	Canada	Feather-Light 10D	1652846	952577	Registered
21	Canada	FREESTYLE VEST	1611615	885692	Registered
22	Canada	HYBRIDGE	1459966	783085	Registered
23	Canada	Iso Peak 2L	1652847	952590	Registered
24	Canada	METRO SPORTSWEAR	1523172	823006	Registered
25	Canada	Resistor 40D	1652845	952618	Registered
26	Canada	SNOW GOOSE	518679	301525	Registered
27	Canada	SNOW MANTRA	778090	470299	Registered
28	Canada	SNOW MANTRA DISTINGUISHING GUISE	1431769	837332	Registered
29	Canada	STRATI-FORMA	1749683		Allowed
30	Canada	TEI	1559018	888661	Registered
31	Canada	TEI & Design	1559565	888658	Registered
32	Canada	Tensile-Tech	1652844		Pending
33	Canada	THE ARCTIC CIRCLE	1585669		Allowed
34	Canada	THE DOWN EXPERTS	1382731	763944	Registered
35	Canada	THE RESOLUTE SUPER-PARKA	604660	361263	Registered
36	Canada	THERMAL MAPPING	1440620	791149	Registered
37	Canada	TRI-DURANCE	1602809	902066	Registered
38	Canada	TRI-DURANCE HS & Design	1602810	902067	Registered
39	Canada	TRI-DURANCE SS & Design	1602812	902069	Registered
40	Canada	UNIFORM OF THE COLDEST PLACES ON EARTH	1514225	883823	Registered
41	Canada	Unofficial jacket of film crews everywhere it's cold	1769510		Published
42	Canada	Vereflex 15D	1697915	938283	Registered
43	Mexico	ARCTIC LUXURY	1686781		Pending
44	Mexico	ASK ANYONE WHO KNOWS	1686778	1612089	Registered
45	Mexico	CANADA GOOSE	1686774		Pending
46	Mexico	CANADA GOOSE ARCTIC PROGRAM & DESIGN	934198	1220932	Registered
47	Mexico	TEI	1686780		Pending
48	Mexico	TEI & Design	1686842		Pending
49	United States of America	ARCTIC LUXURY	86576665		Pending
50	United States of America	ARCTIC TECH	85/922038	4848793	Registered
51	United States of America	ARCTIC TECH & Design	85795413	4857453	Registered
52	United States of America	ASK ANYONE WHO KNOWS	76/273734	2831208	Registered
53	United States of America	Bi-Durance.5	86568684		Pending
54	United States of America	BRANTA	85/353029	4619311	Registered
55	United States of America	CANADA GOOSE	85/970992	4455111	Registered
56	United States of America	CANADA GOOSE (Cl. 35)	87062211		Pending
57	United States of America	CANADA GOOSE ADVENTURE TOURS & DESIGN	77/838949	3979986	Registered
58	United States of America	CANADA GOOSE ARCTIC PROGRAM & DESIGN	78/584861	3254771	Registered
59	United States of America	CANADA GOOSE ARCTIC PROGRAM & DESIGN (Cl. 35)	87062201		Pending



	<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
60	United States of America	CANADA GOOSE Resource Centre Logo	77/856298	3983188	Registered
61	United States of America	CHILLIWACK BOMBER	85791033	4627017	Registered
62	United States of America	FREESTYLE VEST	85837878	4750308	Registered
63	United States of America	HYBRIDGE	77/927309	4061865	Registered
64	United States of America	METRO SPORTSWEAR	85/446708	4256232	Registered
65	United States of America	SNOW MANTRA	85397862	4102545	Registered
66	United States of America	SNOW MANTRA Jacket Design	86636649		Pending
67	United States of America	STRATI-FORMA	86782545		Pending
68	United States of America	TEI	85525373	4718731	Registered
69	United States of America	TEI & Design	85525389	4706074	Registered
70	United States of America	THE ARCTIC CIRCLE	85693834		Pending
71	United States of America	THE DOWN EXPERTS	77/406769	3855331	Registered
72	United States of America	THERMAL MAPPING	77/757757	4017536	Registered
73	United States of America	TRI-DURANCE	85795485	4883767	Registered
74	United States of America	TRI-DURANCE HS & Design	85791023	4911726	Registered
75	United States of America	TRI-DURANCE SS & Design	85791032	4911727	Registered
76	United States of America	UNIFORM OF THE COLDEST PLACES ON EARTH	85/285150	4706055	Registered
77	United States of America	Unofficial jacket of film crews everywhere it's cold	86928416		Pending
78	United States of America	Vereflex 15D	86606721	5009039	Registered